CONSTITUTIONAL LAW — SELECTIVE SERVICE REGULATIONS — DECISION BY LOCAL BOARD — JUDICIAL POWER OF REVIEWING ADMINISTRATIVE DETERMINATIONS. — The Selective Draft Act provided that the local and district boards finally decide exemption claims under regulations prescribed by the President. (ACT OF MAY 18, 1917, c. 15, 40 STAT. 76.) In filling out his questionnaire an alien friend by mistake waived his claim to exemption, and in ignorance of his right to have his questionnaire corrected, allowed the local board to induct him into service. After having been directed to appear for entrainment, he requested that his case be reopened and his questionnaire corrected. This was denied as, after induction, the local board could not reopen a case, the only remedy under the Selective Service Regulations being an appeal to the commanding officer of the mobilization camp. (SELECTIVE SERVICE REGULATIONS, §§ 99, 100, 139.) Advised that he was being unlawfully deprived of his liberty he refused to report, was arrested, and now applies for a writ of *habeas corpus* for his discharge. *Held*, that the petitioner be remanded. *Ex parte Kusweski*, 251 Fed. 977 (Dist. Ct., N. Dist., N. Y.).

The Selective Draft Act delegating to the President power to prescribe rules for the local and district boards in determining exemption claims, which determination was to be final, was a valid grant of administrative power. *Arver* v. *United States*, 245 U. S. 366, 38 Sup. Ct. 159. Administrative determinations of executive officials may be made final on questions of fact. *United States* v. *Ju Toy*, 198 U. S. 253; *Zakonaite* v. *Wolf*, 226 U. S. 272. *Cf. American School of Magnetic Healing* v. *McAnnulty*, 187 U. S. 94. An appeal, however, lies on questions of law. *Gonzales* v. *Williams*, 192 U. S. 1; *Grogiow* v. *Uhl*, 239 U. S. 3. See 29 HARV. L. REV. 215. Otherwise the only requisite is that a fair hearing or sufficient opportunity for one be given. *Chin Yow* v. *United States*, 208 U. S. 8. *Ex parte Lam Pui*, 217 Fed. 456. In the principal case the Selective Service Regulations were passed affording sufficient opportunities for the reopening and rehearing of cases. (SELECTIVE SERVICE REGULATIONS, §§ 99, 100.) But the petitioner failed to take advantage of such opportunities, and so was not denied a fair hearing. Thus, the decision having been made final by statute, the case falls within the doctrine that in such cases there is no judicial power of review on the ground that such procedure is in violation of the Fourteenth Amendment. *Franke* v. *Murray*, 248 Fed. 865; *In re Chan Foo Lin*, 156 C. C. A. 3, 243 Fed. 137; *United States* v. *Ju Toy*, *supra*. See 2 WILLOUGHBY, CONSTITUTION, 1278 *et seq.*

CONTRACTS — ILLEGALITY — CONTRACT MADE AS PART OF A SCHEME THE EXECUTION OF WHICH WOULD RESULT IN THE DISRUPTION OF AN ESSENTIAL WAR PLANT. — B, C, and D were essential employees, under contracts terminable at will, in the only factory in the country engaged in making gas masks. A, in order to disrupt the factory from a spirit of revenge against its owners, secured contracts from B, C, and D, whereby they agreed to work for A and for no one else for two years. In a suit by A for specific performance of the negative covenants, B, C, and D set up the defense of illegality and counterclaim for cancellation of the contracts as against public policy. *Held*, the contracts are voidable as against public policy and equity will order them canceled. *Driver* v. *Smith*, 104 Atl. 717 (N. J., 1918).

Contracts which tend to embarrass the government in its relations with foreign states, *e. g.*, by encouraging insurrection in such states, are against public policy. *Kennett* v. *Chambers*, 14 How. (U. S.) 38; *Gandolfo* v. *Hartman*, 49 Fed. 181. Trading with the enemy in time of war is illegal at common law. *Montgomery* v. *United States*, 15 Wall. (U. S.) 395; *Griswold* v. *Waddington*, 16 Johns. (N. Y.) 438. As regards internal affairs, a contract which tends to pervert or corrupt governmental machinery or officials is il-

legal. *Trist* v. *Child*, 21 Wall. (U. S.) 441; *Rhodes* v. *City of Tacoma*, 97 Wash. 341; 166 Pac. 647; *Kaufman* v. *Catzen*, 94 S. E. 388 (W. Va.). Contracts directly or indirectly interfering with the administration of justice are also against public policy. *Holsberry* v. *Clark*, 242 Fed. 831; *Ives* v. *Culton*, 197 S. W. 619 (Tex. Civ. App.). However, the paramount public policy is to enforce contracts as made. Accordingly the courts hesitate to declare contracts invalid. *Cf. Cherry* v. *City State Bank*, 159 Pac. 253 (Okla.); *Stuart* v. *Greenbrier County*, 16 W. Va. 95. Especially is this true of contracts alleged to be in unreasonable restraint of trade. *Cf. Ford Motor Co.* v. *Boone*, 244 Fed. 335 (1917). But where the purpose or necessary effect of a contract is to corrupt government, or clearly to embarrass the activities of the state in war or peace, it would seem from the above examples to be unenforceable as against public policy. Although unique in its facts, the principal case clearly comes within this principle.

CONTRIBUTORY NEGLIGENCE — DEGREE OF CARE REQUIRED OF CHILDREN — EVIDENCE OF PERSONAL ABILITY. — Children found dynamite caps in a locker of a steam shovel on the railroad's right of way in a lonesome place in the woods. While the plaintiff, a thirteen-year-old boy, was hammering a cap it exploded and he was injured. *Held*, on the question of contributory negligence, evidence of his scholarship and knowledge of right and wrong was admissible. *Farrand* v. *Houston & T. C. R. Co.*, 205 S. W. 905 (Tex.).

A landowner owes no duty to an unperceived, unanticipated trespasser, which was the status of the plaintiff in the present case. *Wilmes* v. *Chicago Gt. Western Ry. Co.*, 175 Iowa, 101, 156 N. W. 877; *Pastorello* v. *Stone*, 89 Conn. 286, 93 Atl. 529. Moreover, this case is not within the attractive nuisance theory because the alleged attractive machinery, the steam shovel, located in a secluded place, did not cause the injury. *McDermott* v. *Burke*, 170 Ill. App. 415, 100 N. E. 168. And see *O'Connor* v. *Brucker*, 117 Ga. 451, 453, 43 S. E. 731, 732. Aside from the attractive nuisance theory, American courts establish a minimum age as to capacity for contributory negligence; or follow the Roman theory of a conclusive presumption of incapacity for contributory negligence below seven years, and a tentative presumption from seven years to fourteen; or else the courts decide each case on its merits. *Casper* v. *Geck*, 185 Ill. App. 155; *Chicago, Rock Island, & Pacific Ry. Co.* v. *Wright*, 161 Pac. 1070 (Okla.); *Thomas* v. *Oregon Short Line R. Co.*, 47 Utah, 394, 154 Pac. 777. While logically a child *sui juris* should be held to the degree of care of the ordinary reasonable child of its age, the growing tendency is to consider the abilities and experience of each child in determining the degree of care required of him. *Illinois Iron & Metal Co.* v. *Weber*, 196 Ill. 526, 63 N. E. 1008. In admitting evidence of the plaintiff's scholarship and knowledge of right and wrong the court follows this tendency.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — EFFECT OF OWNERSHIP OF ENTIRE STOCK BY ANOTHER CORPORATION — SUBSIDIARY CORPORATIONS AS AGENTS. — A railway company owned the entire stock in a coal company. Of necessity the whole output of the coal company was shipped over said railway company's lines, and there were various contracts relating thereto. A mortgage on the coal company's property was foreclosed and a deficiency judgment rendered. Holders of the bonds, secured by the mortgage, set up this judgment as a claim against the railway company. *Held*, that the railway company is not liable. *New York Trust Co.* v. *Carpenter*, 250 Fed. 668 (C. C. A., 6th Circuit).

For a discussion of this case, see NOTES, page 424.

CRIMINAL LAW — ATTEMPTS — THE ESPIONAGE CASES. — The postmaster of the city of New York, under Title 12, Section 1 of the Espionage Act of